

**MASTER DISTRIBUTOR (U.S.A.) AGREEMENT**

This Agreement is made the 11<sup>th</sup> day of July, 2015 between

**VIROX TECHNOLOGIES INC.,**  
an Ontario corporation ("VTI"),

– and –

**OGENA SOLUTIONS, LLC,**  
a Florida corporation ("Master Distributor").

**RECITALS**


A. VTI is in the business of manufacturing and packaging Hydrogen Peroxide based cleaning, sanitizing and disinfecting cold chemical products.

B. VTI and Master Distributor wish to enter into this agreement for the appointment of Master Distributor, as VTI's exclusive distributor, subject to carve-outs for the Pre-Existing Obligations, to distribute in the Segment in Canada the PeroxCide-branded and other branded Virox AHP products (collectively the "**Product**") as set out more particularly in Schedule "A" hereto, as such may be amended from time to time to include any other Virox AHP products that Virox determines, in its sole discretion, are applicable to the Segment. By doing so, the parties wish to supersede all prior agreements between Master Distributor, Ogena Solutions Canada Corp. and Virox, including the Private Label Supply Agreement.

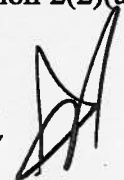
FOR VALUE RECEIVED, the parties agree as follows:

**1. Definitions and Interpretation.** (1) In this Agreement, in addition to the terms defined elsewhere herein:

- (a) "**Call Strike Price**" means an amount equal to 150% of the Put Strike Price;
- (b) "**Companion Animals**" means animals that are considered as pets;
- (c) "**Consumer Market**" means (i) consumers and (ii) channels that are devoted to the sale of products to consumers, including through brick and mortar locations, online internet sites, distribution channels or otherwise (whether directly or through Re-distributors who sell such products primarily to consumers or to other Re-distributors who in turn sell such products primarily to consumers);

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- (d) **"Finished Goods"** means Product in its final, specified packaged format, having passed quality assurance testing by VTI and ready for delivery to Master Distributor;
- (e) **"Food/Farm Animals"** means animals that are considered as food or producers of food;
- (f) **"Forecast"** means the anticipated annual demand of Product assessed by Master Distributor and provided to VTI on a quarterly basis;
- (g) **"Good Manufacturing Practices"** means the currently prevailing industry standards regarding the production, packaging, storage and shipment practices relating to Product;
- (h) **"including"** means each of "including, without limitation," and "including, but not limited to";
- (i) **"Manufacturing Facility"** means the manufacturing facility or facilities used in accordance with the production of Product and which are both owned and operated by VTI, or which are third-party owned and operated and have been selected and authorized by VTI to produce Product;
- (j) **"Net Sales Price"** means the invoice price of each Product less any sales, use, value added or similar tax, trade and quantity discounts, returns, freight allowances, cash or early pay discounts, and rebates;
- (k) **"Non-authorized Re-distributor"** means any purported seller of Product that has not been approved as a Re-distributor of Product by VTI;
- (l) **"Pre-Existing Obligations"** means certain pre-existing contractual obligations of Virox, as set out more particularly in Schedule "E" hereto;
- (m) **"Prices"** means the then current net price per Finished Good (excluding all applicable provincial and federal taxes) in U.S. dollars;
- (n) **"Private Label Supply Agreement"** means the supply agreement dated January 10, 2012 between Master Distributor, Ogena Solutions Canada Corp. and VTI;
- (o) **"Put Strike Price"** means the aggregate of: (i) the product obtained by multiplying by 1.5 the aggregate amount of the Master Distributor's gross margin for the 12 months preceding the applicable notice exercise date (in either Section 2(5) or 2(6), as applicable); and (ii) the product obtained by multiplying by 4 the aggregate amount of the royalties earned by Master Distributor in Section 2(2)(a)

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during the 12 months preceding such notice exercise date, each such (i) and (ii) amount as may be verified by a third party agreed to by the parties;

- (p) **"Re-distributor"** means each distributor who purchases Product directly or indirectly from Master Distributor that has been approved by VTI as a re-distributor of such Product and listed on Exhibit C hereto, as such may be amended from time to time;
- (q) **"Segment"** means the veterinary, Companion Animal and large animal (including Food/Farm Animals) health markets, including veterinary clinics, schools, shelters, kennels and farms serving such markets but does not include any of the Consumer Market, any multi-national food production and processing companies or any animal labs;
- (r) **"U.S.A."** means the United States of America; and
- (s) **"Virox"** means VTI and all affiliates thereof.

(2) Each Section reference herein refers to a section of this Agreement, unless otherwise indicated.


(3) From time to time during the Term, VTI may, in its sole discretion on at least 30 days notice given to Master Distributor, amend any one or more of the Schedules or Exhibits hereto (except for Exhibit A, the amendments for which are provided for in Section 3.2).

## **2. Appointment, Royalties and Put/Call Options.**

(1) **Appointment.** VTI hereby appoints Master Distributor as its exclusive distributor, subject to carve-outs for the Pre-Existing Obligations and to VTI's rights to sell Product directly to customers and distributors as provided herein, to distribute Product in the Segment in the U.S.A. VTI may sell Product (either branded or pursuant to private label agreements) directly in the Food/Farm Animals market to re-distributors and end user customers that are capable of purchasing more than \$1,000,000 of Product per annum.

(2) **Royalties.** In addition to its appointment under Section 2(1), Master Distributor shall be entitled to receive the following royalties from VTI:

- (a) a royalty of 4% of the Net Sales Price of any Product that VTI sells directly to customers and distributors in the Food/Farm Animals market in the U.S.A. during the Term; and

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- (b) a royalty of 2% of the Net Sales Price of any Product that VTI sells in the Segment globally (other than in the U.S.A. and Canada) during the first five years of the Term.

(3) **Royalty Accounting and Payments.** Unless otherwise agreed in writing, VTI shall provide to Master Distributor a written accounting (including reasonable detail to be agreed upon in writing by the parties from time to time) for royalties earned under this Agreement within 45 days after the end of the calendar quarter in which such royalty is earned. Under this provision, calendar quarters shall consist of the following periods: January 1 to March 31, April 1 to June 30, July 1 to September 30 and October 1 to December 31.

(4) **Audit Right.** Master Distributor shall be entitled, upon at least 10 business days prior written notice to VTI but no more frequently than once per year, to cause to be conducted by an independent third party or accounting firm acceptable to VTI, an audit of the royalties payable hereunder by VTI. Persons conducting any such audit on behalf of Master Distributor shall be required to execute a reasonable non-disclosure agreement put forth by VTI to respect the confidentiality of the information being audited. Master Distributor and its third party auditor shall be permitted to enter VTI's offices to audit and inspect the records in respect of this Agreement during business hours and without undue disruption of VTI's business operations.

Any such audit shall be conducted at Master Distributor's expense and shall be limited to either a verification of the correct calculation of the royalties or to set forth the amount of any discrepancy in the computation of the royalties. Master Distributor and VTI, as applicable, shall pay the other the amount of any underpayment or overpayment identified during the course of such audit within 45 days of the final determination of any discrepancy that is discovered during the course of such an audit. If any such underpayment is greater than 10% of the amount that the payment should otherwise have been pursuant to this Agreement, then VTI shall reimburse Master Distributor for the full cost of such audit.

(5) **Put Option.** On not less than 90 days notice and not before the 3<sup>rd</sup> anniversary of the date of this Agreement, Master Distributor shall have the option to sell its rights under this Agreement (the "**Master Distribution Rights**") to VTI by providing to VTI a notice exercising such option (a "**Put Notice**") at a sale price equal to the Put Strike Price. The Put Notice will specify the Put Strike Price. Upon exercise of such option by Master Distributor, VTI shall be obliged to purchase the Master Distribution Rights at the Put Strike Price. Such purchase by VTI shall be completed in accordance with Section 2(7) on the date specified in the Put Notice, which date (the "**Closing Date**") may not be earlier than 90 days or later than 120 days after the date of the Put Notice. In the event of the death or permanent disability of David Hachey at any time during the Term, his estate must provide a Put Notice to VTI within 90 days of such event, and thereby exercise the Master Distribution Rights provided for in this Section 2(5). Further provided that in the event of the death or permanent disability of Master Distributor's principal, David Hachey, or in the event David Hachey is no longer employed or has a controlling interest in the Master Distributor, David Hachey or his estate, as the case may be, shall provide a Put Notice to VTI within 90 days of said event at a sale price equal to the Put Strike Price. Upon

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receipt VTI shall be obliged to purchase the Master Distribution Rights at the Put Strike Price. In the event David Hachey or his estate fail to provide such Put Notice, VTI may within 90 days of its discovery of the said event provide a Call Option (defined below) to David Hachey or his estate at a purchase price equal to the Put Strike Price. Upon receipt the Master Distributor shall be obliged to sell the Master Distribution Rights to VTI at the Put Strike Price as provided for in Section 2(5).

(6) **Call Option.** On not less than 90 days notice and not before the 5<sup>th</sup> anniversary of the date of this Agreement, VTI shall have the option to purchase the Master Distribution Rights from Master Distributor by issuing to Master Distributor a notice exercising such option (a "Call Notice") at a purchase price equal to 150% of the Put Strike Price (the "Call Strike Price"). The Call Notice will specify the Call Strike Price. Upon the exercise of such option by VTI, Master Distributor shall be obliged to sell the Master Distribution Rights to VTI at the Call Strike Price. Such purchase by VTI shall be completed in accordance with Section 2(7) on the date specified in the Call Notice, which date (the "Closing Date") may not be earlier than 90 days or later than 120 days after the date of the Call Notice.

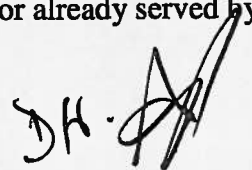
(7) **Closing of Put/Call Transactions.** Closing of a purchase and sale transaction under either Section 2(5) or 2(6) shall take place on the Closing Date at the registered office of VTI. At the closing, Master Distributor shall simultaneously with and in consideration for the payment by VTI of an amount equal to the Put Strike Price or the Call Strike Price, as applicable, deliver or cause to be delivered to VTI or its legal counsel, an assignment of the Master Distribution Rights and do such things and execute such other documents as shall be necessary, or as VTI may reasonably request, to give effect to such assignment and this Agreement shall thereupon automatically terminate.

### 3. **Product Orders, Prices and Payment.**

(1) **Orders.** All orders by Master Distributor for Product are subject to availability and acceptance by VTI, provided that VTI shall maintain an adequate supply of Product based upon each Forecast. Master Distributor shall not be obligated to purchase and shall not be held accountable for any Product inventory which exceeds a Forecast.

(2) **Prices.** The initial prices for the Product to be paid by Master Distributor to VTI for Product are set forth in **Exhibit A** to this Agreement. Unless otherwise agreed to by the parties or as may be necessary to cover any extraordinary or unforeseen price increases of any raw materials from time to time, VTI may increase such prices only once per calendar year during the Term upon at least 30 days notice given to Master Distributor but no such price increase may exceed the lesser of (a) 12% and (b) the increase in the cost of raw materials of the Product since the last price increase plus VTI's standard profit margin thereon.

In addition, with the exception of Diversey, VTI will ensure that i) Ogena receives for the Products the most favourable pricing within the Segment during the Term, and ii) any private label agreement with a distributor or re-distributor for product sales into sector already served by



Ogena will feature pricing calculated to achieve the same retail price to an end user as the Products sold by Ogena in that sector.

(3) **Payment Terms.** Master Distributor shall maintain its accounts with VTI on a current basis and shall pay all invoices for Product in accordance with the payment terms set out in **Schedule "C"** hereto.

**4. Product Specifications.**

(1) Product shall conform with Product specifications established by VTI and agreed to by Master Distributor ("**Product Specifications**"), as more particularly set out in **Schedule "D"** hereto.

(2) VTI shall ensure that all Product is subject to quality control testing and is in Finished Goods format prior to shipment to Master Distributor F.O.B. the Manufacturing Facility specified in the applicable purchase order.

**5. Product Supplies.**

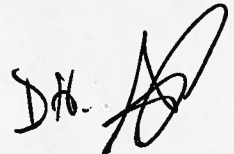
VTI shall have full control over and responsibility for procurement of and payment for all raw materials necessary to produce and package Product and Finished Goods for Master Distributor as set out in **Schedule "E"** hereto. VTI shall maintain an adequate supply of such raw materials in order to meet the Forecast for each Product.

**6. Packaging.**

VTI shall provide the Finished Goods to Master Distributor consistent with the particular packaging specifications for Product (the "**Packaging Specifications**") as set out in **Schedule "D"** hereto.

**7. Intellectual Property.**

(1) Master Distributor shall not use, directly or indirectly (other than under this Agreement), any of VTI's copyrights, patents, trade-marks, business or trade names, emblems, designs or other proprietary rights relating to the Product (collectively, the "**Intellectual Property**") or any labels, trade dress or packaging materials (collectively, the "**Labels**") which may be provided to Master Distributor by VTI. Master Distributor acknowledges that all Intellectual Property and Labels are and shall remain the sole and exclusive property of VTI. Master Distributor agrees that such Intellectual Property or Labels shall not be applied to any other product which it, or any other party, produces. Upon VTI's request or upon termination of

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this Agreement for any reason, Master Distributor shall immediately discontinue using all Intellectual Property and Labels and all such materials in its possession shall be returned forthwith to VTI.

(2) Neither during the Term nor thereafter shall the Master Distributor have the right of registration or use of the Intellectual Property or the Labels for its own account, and it is hereby prohibited from undertaking any act for the purpose of obtaining any rights to the Intellectual Property, including the name "Virox Technologies Inc.", or the Labels.

#### **8. Storage, Delivery and Risk of Loss.**

(1) Finished Goods shall be stored by VTI in accordance with Good Manufacturing Practices free of charge to Master Distributor until delivery of Finished Goods to Master Distributor F.O.B. the Manufacturing Facility specified in the applicable purchase order.

(2) Finished Goods that have an expiration date of less than 12 months shall not be delivered to Master Distributor. VTI shall assume all liability for costs associated with the disposal of such date-expired Finished Goods.

(3) Risk of damage or loss to Finished Goods shall remain with VTI until the same is shipped to Master Distributor F.O.B. the Manufacturing Facility specified in the applicable purchase order. Master Distributor shall have all liability for the Finished Goods once delivered to Master Distributor F.O.B. the Manufacturing Facility specified in the applicable purchase order.

#### **9. Compliance with Laws.**


(1) VTI covenants that Product shall comply with all lawful requirements of all North American authorities having jurisdiction with respect to such Product. VTI undertakes to label all goods in accordance with applicable North American governmental labelling laws.

(2) Should Master Distributor receive notice, information or data regarding any regulatory issues relating to Product or Finished Goods, Master Distributor shall immediately forward the same to VTI in writing.

(3) Master Distributor shall be required to track all shipments and lot numbers of DIN registered Products to their clients.

(4) VTI does not ensure DOT or other legal or regulatory compliance for less than full case units of Product. It is Master Distributor's responsibility to deal with DOT compliance and other legal and regulatory issues if less than full cases of Product are shipped or sold by Master Distributor or any Re-distributor.

#### **10. Master Distributor's Obligations and Covenants.**

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(1) Master Distributor hereby accepts its appointment in accordance with the terms hereof and shall:

(a) Orders. solicit orders for Product and sell Finished Goods for prompt delivery within the Segment and not sell any Product or Finished Goods to any non-authorized Re-distributor inside or outside the Segment for resale;

(b) Legislative Compliance. in dealing with the Product and Finished Goods, comply with all applicable federal, provincial and municipal legislation;

(c) Insurance. purchase and maintain throughout the Term, comprehensive general liability insurance (including products liability) with limits of not less than \$1,000,000 for property damage, and \$5,000,000 for injury to or death of one or more person in any one accident and naming VTI as an additional named insured with the provision to VTI of a certificate from the insurer confirming that the insurance coverage is in effect and may not be cancelled or amended on less than 60 days notice to VTI; and

(d) Confidentiality. hold in confidence (which obligations shall extend to all employees, representatives, advisors, agents, and others within the control, of Master Distributor) and shall ensure the secrecy of, and not to use or disclose to any third party, any of VTI's proprietary information, trade secrets, confidential data and know-how (the "Confidential Information") in oral, written, machine-readable or other electronic form and shall, at VTI's request, deliver to VTI all copies of the Confidential Information in any form containing any references to the Confidential Information.

(2) Master Distributor shall ensure all uses of VTI brand names, logos (as set forth in Exhibit B hereto as such may be amended by Virox in its sole discretion from time to time), Product images and trademarks are pre-approved by VTI and are in accordance with VTI's internal policies with regard to their use. Master Distributor will ensure each of its re-distribution agreements clearly conveys the requirement of the Re-distributor to submit the intended use of VTI brand names, logos, Product images and trademarks to VTI for approval. Master Distributor will furnish, in writing, to VTI a list of all Re-distributors and Practices utilizing such VTI property and marks in their advertising or marketing and will update the list (in the form of a new amended Exhibit C hereto) from time to time during the Term as necessary. Master Distributor will be responsible to ensure its Re-distributors comply with all applicable VTI policies.

(3) Product sales and educational materials, including Product catalogues, Web pages pertaining to the Product and other materials developed by Master Distributor or any Re-distributor, must be reviewed and approved for use by VTI before dissemination. Conference educational speaking opportunities, webinars or other professional speaking opportunities will be referred to VTI. Abstracts and presentation materials must also be submitted by Master Distributor to VTI for pre-approval.

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(4) Product sales literature, product/technology performance and competitive benefit statements will be developed by VTI. Master Distributor will ensure that its personnel and its Re-distributors are educated and trained on such literature and performance and benefit statements, including all precautionary and handling measures and other usage guidelines prescribed by VTI for the Product, and on all speaking points approved by VTI. Only VTI generated sales literature is authorized for use with the Product.

(5) Each Re-distributor and re-seller agreement that Master Distributor wishes to enter into concerning Product sales must be approved by VTI, such approval not to be unreasonably withheld. For each proposed Product re-distribution or resale arrangement, Master Distributor will submit to VTI a request to enter into negotiations to conclude an agreement for such arrangement. VTI may but is not obligated to approve, at its sole discretion, Master Distributor's entry into any such negotiations and any resultant re-distribution or re-selling agreement related to the Product submitted to it by Master Distributor.

(6) The decision to exhibit and/or sponsor national, international or strategically relevant regional tradeshows and conferences will be that of VTI. The strategy for exhibition and exhibit materials (including booth, marketing, etc.) will be developed by VTI. Master Distributor will be responsible for showcasing the Product and technology at smaller regional tradeshows at their discretion.

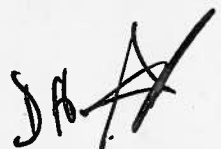
**11. Inspection.** During the Term, Master Distributor shall have access to the Manufacturing Facilities during regular business hours and upon reasonable notice to VTI for the purposes of inspection and quality control regarding the Product.

**12. Non-Competition.** During the Term, and for 36 months after the closing of a Put or Call transaction, Master Distributor shall not offer for sale any hard non-porous, porous or soft surface disinfectant chemistry without the prior consent of VTI.

**13. Warranties, Exclusion of Liability and Indemnities.**

(1) The warranty provided by VTI regarding Product and Finished Goods under this Agreement is limited to the replacement or equivalent credit by VTI for any Product or Finished Goods determined by VTI to not meet the Product Specifications or Packaging Specifications and is in lieu of all other representations, warranties and conditions of any kind, whether express or implied, statutory or other, including ones of merchantable quality, fitness for a particular purpose or otherwise. Neither Master Distributor nor any of its agents, Re-distributors or subcontractors may modify or expand upon such warranty in the sale of any Product or Finished Goods to third parties. In the unlikely event of a Product or Finished Goods recall by VTI, VTI's exclusive liability to Master Distributor shall be to replace any such recalled Product or Finished Goods. Any costs directly associated with such recall shall be sole responsibility of VTI.

(2) In no event will VTI be liable to Master Distributor or any of its agents, Re-distributors or subcontractors for any loss or damages whatsoever, including any general, special, indirect, incidental or consequential damages to persons or property, caused by the Product or

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Finished Goods or any act or omission of Master Distributor, including where the Product or Finished Goods are misrepresented by Master Distributor or any of its agents, Re-Distributors or subcontractors.

(3) All representations, warranties, conditions and promises made by Master Distributor or any of its agents, Re-distributors or subcontractors to any third parties or otherwise shall be the responsibility of Master Distributor. Master Distributor shall indemnify and hold harmless VTI from and against any and all losses, claims, damages, actions, demands, fines, judgments or liabilities (including legal fees on a substantial indemnity basis and expenses in connection therewith) paid to a third party or to which VTI may otherwise become subject:

- (a) in connection with the Product or Finished Goods, including any use thereof by third parties or any representations, warranties, conditions or promises made by Master Distributor or any of its agents, Re-distributors or subcontractors; and/or
- (b) due to the failure of Master Distributor to fully observe and perform any of its obligations under this Agreement.

(4) VTI shall indemnify and hold harmless Master Distributor from and against any and all losses, claims, damages, actions, demands, fines, judgments or liabilities (including legal fees on a substantial indemnity basis and expenses in connection therewith) paid by Master Distributor to a third party or to which Master Distributor may otherwise become subject due to the failure of VTI to fully observe and perform any of its obligations under this Agreement.

#### **14. Term and Termination.**

(1) **Term.** This Agreement shall continue in force from the date hereof for an initial term of 5 years (the "Term") and, subject to Section 14(2), shall automatically renew at the end of the Term for successive one-year periods.

(2) **Termination.** VTI may, in its sole discretion and on notice given to Master Distributor, terminate this Agreement immediately upon occurrence of any of the following:

- (a) breach of any term of this Agreement by Master Distributor where such breach remains unremedied 30 days after written notice of such breach is given by VTI to Master Distributor, provided further that in the event the nature of such breach is that more than 30 days are reasonably required for its cure, then Master Distributor shall not be deemed to be in default if Master Distributor commenced the process of curing such default after receipt of written notice from VTI concerning such breach and thereafter diligently and consistently prosecutes such cure to completion;
- (b) a proceeding in bankruptcy, receivership, insolvency, re-organization, substantial change in ownership, liquidation or winding-up being instituted against or by Master Distributor;

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- (c) Master Distributor ceasing to carry on business as a going concern for more than five business days or making a bulk sale of its assets; or
- (d) David Hachey ceasing to have 100% operational control of Master Distributor subject to customary protections for minority shareholders.

The termination of this Agreement shall not relieve or release Master Distributor from making payments which may be owing to VTI. VTI shall not be liable to Master Distributor for any loss or damage of any kind whatsoever arising directly or indirectly from the termination of this Agreement.


(3) **Termination Obligations.** Upon any termination of this Agreement, Master Distributor shall immediately: (a) cease representing itself as a master distributor of the Product and the Finished Goods; (b) discontinue all use and exploitation of the Intellectual Property and Confidential Information and shall not use any trade name, trade-mark or any part thereof that is likely to be confused with the Intellectual Property after a transition period of 90 days following termination (the "**Transition Period**"); and (c) following the Transition Period, return to VTI all Confidential Information.

**15. Entire Agreement, Conflict and Modifications.** This Agreement, including all schedules and documents referred to herein, constitutes the entire agreement between the parties with respect to the Product and the Finished Goods. This Agreement supersedes all prior agreements (including the Private Label Supply Agreement), representations, warranties, conditions or promises, if any, whether written or oral, between two or more of the parties. The Private Label Supply Agreement is hereby terminated and of no further legal force or effect. In the event of any conflict between this Agreement and any other documents or agreements between the parties, the terms and provisions of this Agreement shall govern. Any modifications of this Agreement shall be in writing and signed by all parties.

**16. Waiver.** No waiver of any term of this Agreement is binding unless it is in writing and signed by both parties. No failure to exercise, and no delay in exercising, any right or remedy under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any term of this Agreement will be deemed to be a waiver of any subsequent breach of that term.

**17. Survival.** The provisions of Sections 10, 12, 13 and 14 of this Agreement shall survive termination of this Agreement together with such other provisions of this Agreement which expressly or by their nature survive termination.

**18. Force Majeure.** VTI shall not be liable for failure to manufacture or supply the Product if prevented by acts of God, strikes, floods, fires, embargoes, boycotts, insurrections, shortage of gas, fuel or electricity, accident, shortage of labour, raw materials or finished products sourced from related or third parties, breakdown of equipment, or any other cause whatsoever beyond its reasonable control. In such cases, VTI shall not be responsible for the costs, expenses and/or damages incurred by Master Distributor in obtaining, if available, the Product from an alternate

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manufacturer, wholesaler or supplier or for any claim made by third parties against Master Distributor.

**19. Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**20. Independent Contractors.** In making and performing this Agreement, the parties are and at all times shall act as independent contractors, and nothing contained in this Agreement shall be construed or implied to create an agency, association, partnership or joint venture between the parties. At no time shall either party make commitments or incur any charges or expenses for or in the name of the other party.

**21. Notice.** Any notice or other communication provided or given under the terms of this Agreement shall be in writing and may be delivered personally or sent by fax or by prepaid registered mail, addressed as follows, until changed by notice:

**In the case of VTI:**

Virox Technologies Inc.  
2770 Coventry Rd  
Oakville, Ontario L6H 6R1  
Attention: Randy Pilon

**In the case of Master Distributor:**

Ogena Solutions, LLC  
442 Millen Rd, Unit 6  
Stoney Creek, Ontario L8E 6H2  
Attention: Dave Hachey

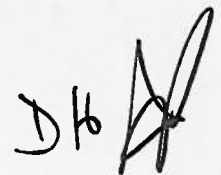
**with a copy to:**

Energy Funding  
1730 Massachusetts Ave NW  
Washington, DC 20036  
Attention: Josh Green

Any such notice or other communication, if delivered or mailed, shall be effective when received and, if sent by fax, shall be effective the day after the transmission is complete.

**22. Assignment and Benefit of Agreement.** This Agreement and the rights granted to Master Distributor are not assignable or transferable in whole or in part without the prior written consent of VTI. This Agreement shall be freely assignable by VTI. The terms and conditions of this Agreement shall enure to the benefit of and be binding on VTI and Master Distributor and their successors and assigns.

**23. Time.** Time shall be of the essence of this Agreement.

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**24. Severability.** Any provision of this Agreement which is invalid or unenforceable shall not affect any other provision of, and shall be deemed to be severable from, this Agreement.

**25. Further Assurances.** Each party shall from time to time promptly execute and deliver all further documents and take all further action reasonably necessary to give effect to the provisions and intent of this Agreement.

The parties have duly executed this Agreement.

**VIROX TECHNOLOGIES INC.**

By: 

Name: Randy Pilon

Title: President and CEO

**OGENA SOLUTIONS, LLC**

By: 

Name: Dave Hachey

Title: Manager

### **Schedule "A"**

#### **"Product"**

Below is an initial list of the authorized VTI Products covered by this Agreement.

(\*VTI owned and branded product names can be changed at any time at the sole discretion of VTI.)


USA Product*	Part No.	Package Size	Gallons / Litres or Wipes per Container	Gallons / Litres per Case
PeroxGide Veterinary Disinfectant and Intervention Animal Husbandry Disinfectant Ready to Use Liquid	TBD	12x32 oz	32 oz	3 G
	TBD	4 x 1G	1G	4G
PeroxGide Veterinary Disinfectant and Intervention Animal Husbandry Disinfectant Wipes and Concentrates	TBD	12x1 Canister 6"x7" Wipe 1x6x20 packs 7.5"x10" Wipe	160 Wipes  10 Wipes per Pack	N/A  N/A
	22305	4 x 1G	1G	4G
	22309	5G Pail	5G	5G
	22311	55G Drum	55G	55G
	22310	30 Gallon Drum	30G	30G

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**Schedule "B"**

**"Segment"**

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**Schedule "C"**

**"Payment Terms"**

Terms and conditions of purchases by Master Distributor for VTI Products listed on Schedule "A" include the following:

- **Payment Terms:** Net 30 days.
- **Shipping:** F.O.B. VTI Warehouse

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## Schedule "D"

### "Product & Packaging Specifications"

Master Distributor will supply VTI with a minimum 6 month forward forecast per sku on a rolling basis, to be reviewed collectively every 3 months.

USA Product*	Part No.(TBD)	Package Size	Gallons / Litres or Wipes per Container	Gallons / Litres per Case	Cases Per Pallet
Ready to Use Liquid	TBD	12x32 oz	32 oz	3 G	44
	TBD	4 x 1G	1G	4G	36
Wipes and Concentrates	TBD	12x1 Canister 6"x7" Wipe	160 Wipes	N/A	36
	TBD	1x6x20 packs 7.5"x10"Wipe	10 Wipes per pack	N/A	42
	TBD	8"x9"	160 Wipes	N/A	20
	22305	4 x 1G	1G	4G	36
	22309	5G Pail	5G	5G	24
	22310	30G Pail	30G	30G	TBD
	22311	55G Drum	55G	55G	4

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## **Schedule "E"**

### **"Pre-Existing Obligations"**

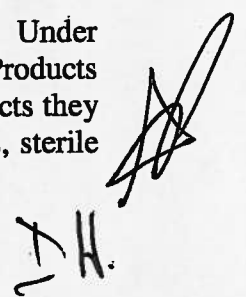
(1) **Commercialization Agreement dated February 7, 2007 with DEB IP Limited ("DEB"):** Under this agreement, Virox has granted to DEB a transferable, worldwide, exclusive (subject to certain exceptions) right and license to use the Resulting Technology (as developed by Virox and DEB under the Technology Development Agreement the parties entered into), during the period that a patent for the Resulting Technology remains in force or until the agreement is terminated by DEB, in the manufacture, marketing and sale of Products (based on or containing the Resulting Technology) for use within the hand care market, including hand sanitizers (whether rinse off or leave on) and anti-bacterial hand soap.

(2) **Joint Development and License Agreement dated March 17, 2011 with Bissell Homecare, Inc. ("Bissell"):** Under this agreement, Virox has granted to Bissell a worldwide license to use, manufacture, improve, enhance, adapt for consumer use and sale, distribute or otherwise commercially exploit, the AHP Technology, any jointly developed IP, and any product registrations as utilized in or otherwise associated with Bissell branded, co-branded, or generic/private label, products or devices (collectively "Bissell-Based Products"). Bissell's license is (i) exclusive for the Soft Surfaces Market (i.e., that part of the fabric market segment within the Consumer Market which includes upholstery, rugs, carpets, window coverings, etc.) and the Pet Market (which includes pet and pet-related segments within the Consumer Market and pet services and care such as kennel services but not veterinarian services), and (ii) non-exclusive for the Hard Surfaces Market (i.e., that part of the hard surfaces market segments within the Consumer Market which includes hard floors, counters, walls, ceilings, etc. but not the medical and medical-related market segments).

(3) **Master Distribution Agreement dated September 20, 2011 with Unimed Midwest Inc. ("Unimed"):** Under this agreement, Virox has granted to Unimed on a non-exclusive basis the rights to supply VTI's AHP Technology Products to approved re-distributors in the healthcare markets in the USA which include: Acute care hospitals, long term care residences, Ambulatory Care, EMS, Surgical Centres, Physician, Medical Clinics, clinical applications in Armed Forces, Veterinary, Aquaculture, and Personal Services.

\*Ogena will, acting in good faith, negotiate an agreement with Unimed to provide access to the Products within the Segment. Should an Agreement favorable to Ogena not be consummated within 90 days, then the Unimed Agreement will be amended by VTI to exclude Unimed from the Segment.

(4) **Distribution Agreement dated January 7, 2009 with Contec Inc. ("Contec"):** Under this agreement, Virox has granted Contec the rights to distribute VTI's AHP Technology Products in Controlled Environments (customers who use a controlled environment to protect products they are manufacturing, developing and researching). These environments include clean rooms, sterile

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clean rooms, animal laboratory environments, pharmaceutical (human and veterinary), biotech, compound pharmacy, automotive manufacturing, nanotechnology, medical device, magnetic media, compact disk and optics. The applications focus on cleaning and disinfection within the controlled environment itself which include equipment, surface of cleaning rooms, changing rooms or other areas to the sterile and clean room environment.

(5) **Amended and Restated Technology and Trade-Mark Licence Agreement dated June 25, 2014 with Diversey, Inc. ("Diversey"):** Under this agreement, Virox has granted to Diversey a world-wide licence (exclusive in the I&I Market and non-exclusive in the Other Markets) to make, have made, use, sell or offer for sale, import or otherwise dispose of goods practising claims contained in any of Virox's AHP technology patents and patent applications, and to use Virox's Know-how, Trade-marks, logos and Copyrights in connection therewith.


(6) **License Agreement dated February 17, 2006 with STERIS Canada Inc. ("STERIS"):** Under this agreement, Virox has granted to STERIS a worldwide licence to make, have made, use, sell, offer for sale, or otherwise dispose of products practising claims contained in any of Virox's AHP technology patents and patent applications within the Field of Use (namely, dialysis, instrument (critical and semi critical) and scope disinfection and sterilization), and to use Virox's Know-how and Trade-marks in connection therewith.

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## Exhibit A

### Initial Product Prices

USA Product <sup>1</sup>	Part No.	Package Size	Gallons / Litres or Wipes per Container	Gallons / Litres per Case	Case Weight	Case Dimensions	Cases Per Pallet	Price Per Case US\$
Peroxide Veterinary Disinfectant Ready to Use Liquid	TBD	12x32 oz	32 oz	3 G	25lbs 11.4kgs	14.75" x 10.9" x 11.25" 35.8cm x 26.8cm x 27.2cm	44	\$30.05
	TBD	4 x 1G	1G	4G	38lbs 17.2kgs	12.75" x 12.75" x 12.75" 31.5cm x 31.5cm x 31.5cm	36	\$25.04
Peroxide Veterinary Disinfectant Wipes and Concentrates	TBD	12x1 Canister 6"x7" Wipe	160 Wipes	N/A	28lbs 13kgs	15.75" x 10.5" x 15.75" 38.8cm x 25.8cm x 37.8cm	36	\$81.12
	TBD	1x6x20 packs 7.5"x10" Wipe	10 Wipes per Pack	N/A	25.9lbs 11.5kgs	17.5" x 7.4" x 14.5" 44.45cm x 18.79cm x 36.83cm	42	\$189.65
	22305	4 x 1G	1G	4G	40lbs 18kgs	12.75" x 12.75" x 12.75" 31.5cm x 31.5cm x 31.5cm	36	\$64.51
	22309	5G Pail	5G	5G	25lbs 11.3kgs	16.14" H x 12" dia 41cm x 30.5 dia	24	\$72.96
	22311	55G Drum	55G	55G	492lbs 223kgs	34.8" H x 22.8" dia 88cm x 58 dia	4	\$717.89
	22310	30G Drum	30G	30G	TBD	TBD	TBD	\$413.50
USA Product <sup>1</sup>	Part No.(TBD)	Package Size	Gallons / Litres or Wipes per Container	Gallons / Litres per Case	Case Weight	Case Dimensions	Cases Per Pallet	Price Per Case US\$
Intervention Animal Husbandry Ready to Use Liquid		12x32 oz	32 oz	3 G	25lbs 11.4kgs	14.75" x 10.9" x 11.25" 35.8cm x 26.8cm x 27.2cm	44	\$45.47
		4 x 1G	1G	4G	38lbs 17.2kgs	12.75" x 12.75" x 12.75" 31.5cm x 31.5cm x 31.5cm	36	\$48.50
Intervention Animal Husbandry Wipes and Concentrates		12x1 Canister 8"x9" Wipe	160 Wipes	N/A	35lbs 16.14kgs	36.3" x 25.5" x 9.8" 52.0cm x 39.8cm x 25.5cm	20	\$147.32
		4 x 1G	1G	4G	40lbs 18kgs	12.75" x 12.75" x 12.75" 31.5cm x 31.5cm x 31.5cm	36	\$54.32

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		5G Pail	5G	5G	25lbs 11.3kgs	16.14" H x 12" dia 41cm x 30.5 dia	24	\$58.20
		55G Drum	55G	55G	492lbs 223kgs	34.8" H x 22.8" dia 88cm x 58 dia	4	\$533.51
		30G Drum	30G	30G	TBD	TBD	TBD	\$320.11

## Exhibit B

### Approved Logos and Trademarks (USA)



PEROXCide


INTERvention<sup>™</sup>

  
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### Exhibit C

#### Approved Ogena Re-Distributors for USA

Distributor Name	Region Serviced	Market(s) Serviced	Head Office
Animal Health International	National	Companion and Farm Animal	Greely, Colorado
Midwest Veterinary Supply	National	Companion and Farm Animal	Lakeville, Minnesota
MWI Veterinary Supply	National	Companion and Farm Animal	Boise, Idaho
Patterson Veterinary	National	Companion and Farm Animal	Devens, MA
Henry Schein Animal Health	National	Companion and Farm Animal	Dublin, Ohio
Victor Medical	California	Companion Animal	Irvine, California
Clipper	National	Companion Animal	St. Joseph's, Missouri

  
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